

**Remarks**

This Application has been carefully reviewed in light of the Office Action mailed October 10, 2003. Applicant appreciates the Examiner's consideration of the Application. Applicant believes all pending claims were allowable over the prior art of record without amendment. However, to expedite issuance of the Application, Applicant has amended Claims 1-6, 9-15, 18-25, and 27-29 to further clarify distinguishing features of Applicant's invention. These amendments are not considered necessary for patentability. Applicant respectfully requests reconsideration and allowance of all pending claims.

**I. Independent Claims 1, 11, 20, and 29 are Allowable**

The Examiner rejects Claims 1-6, 8-15 and 17-29 under 35 U.S.C. §103(a) as being unpatentable over Warranty Direct ("*WarrantyDirect*") in view of Lending Tree, Inc. ("*LendingTree*"), HomeGain.com ("*HomeGain*"), and CarFax.com ("*CarFax*"). Applicant respectfully disagrees.

**A. The Proposed Combination of References Fails to Disclose, Teach, or Suggest the Limitations Recited in Applicant's Claims**

Applicant objects to the proposed combination of references for reasons addressed below in Section I.B; however, even if these references could properly be combined, the proposed combination would still fail to disclose, teach, or suggest various limitations recited in Applicant's claims. Applicant discusses Claim 1 as an example.

**1. The Proposed Combination Fails to Disclose, Teach, or Suggest the "Warranty Request" as Recited in Claim 1**

Nothing in any of the cited references discloses, teaches, or suggests "receiving a warranty request from a customer computer," the warranty request "*specifying a particular item* that a customer desires to cover under a warranty" and "*comprising an identification of the particular item* and desired warranty coverage characteristics of the warranty under which the particular item is to be covered," as recited in Applicant's Claim 1. The Examiner maintains that a vehicle indicated by a customer in *WarrantyDirect* can be equated with "the particular item" recited in Claim 1. However, Applicant respectfully reiterates that *WarrantyDirect* merely discloses submitting a request to receive a quote for a warranty, the

request *generically specifying a type of car* (e.g., generically, a make and model of car) and the mileage. *WarrantyDirect* fails to disclose, teach, or suggest a warranty request "*specifying a particular item*" and "*comprising an identification of the particular item*" as recited in Claim 1.

In any event, the Examiner acknowledges that *WarrantyDirect* "does not disclose *identification of a particular item.*" (Office Action, Page 4) The Examiner states that *CarFax* discloses using vehicle identification numbers (VINs) to extract vehicle history. (Office Action, Page 3) Additionally, the Examiner states that during traffic citation, police verify the VIN with the registration number of the vehicle to determine whether the registration of the vehicle is valid (done in the state of Maryland). (Office Action, Page 3) Furthermore, the Examiner states that a VIN is used to determine the manufacturer, year code, and serial number of a car, and by emission stations to verify the VIN during emission inspections. (Office Action, Page 3) Of course, Applicant does not dispute that it is known to identify a particular vehicle using its VIN, but none of these examples discloses, teaches, or suggests receiving a warranty request "*specifying a particular item* that a customer desires to cover under a warranty" and "*comprising an identification of the particular item,*" as recited in Claim 1. This is particularly true in light of the fact that there is no motivation or suggestion to combine the teachings of *CarFax* with the teachings of *WarrantyDirect*, as discussed below in Section I.B.

For the remainder of Section I, Applicant will assume, for the sake of argument only and not by way of acquiescence, that *WarrantyDirect* could be modified to include the teachings of *CarFax* and that this would be sufficient to teach the warranty request recited in Claim 1 (i.e. a warranty request received from a customer computer *specifying a particular item* that a customer desires to cover under a warranty, and *comprising an identification of the particular item*). However, the proposed combination of references would still fail to teach various other limitations recited in Claim 1.

**2. The Proposed Combination Fails to Disclose, Teach or Suggest "Automatically Accessing" Historical Data for the Particular Item from Other Sources as Recited in Claim 1**

*WarrantyDirect* fails to disclose, teach, or suggest "in response to receiving the warranty request from the customer computer, automatically accessing, from one or more sources other than the warranty request, historical data for the particular item." The Examiner acknowledges that *WarrantyDirect* fails to disclose "accessing information from other sources for the particular item." (See Office Action, Page 6) However, the Examiner argues that *HomeGain* and *CarFax* do disclose this limitation. Applicant respectfully disagrees. First, at best, *HomeGain* merely discloses allowing the user to manually select various links to tools such as a home valuation estimator and other calculator tools. (See *HomeGain*, Page 19) Second, at best, *CarFax* merely discloses that a user can manually enter a VIN and *CarFax* returns information about the vehicle associated with the VIN. (See *CarFax*, Page 10) The information may include whether the vehicle has been subject to a manufacturer buyback or the vehicle's title history. (See *CarFax*, Pages 10 and 12-13) Neither *HomeGain* nor *CarFax* discloses "in response to receiving the warranty request from the customer computer, *automatically accessing*, from one or more sources other than the warranty request, historical data for the particular item," as recited in Claim 1. As an example, even assuming that the warranty request of *WarrantyDirect* could be modified to be for a particular item and to comprise an identification of the particular item, modifying *WarrantyDirect* with the teachings of *HomeGain* or *CarFax* would still require a user to manually access the information available through *HomeGain* or *CarFax*.

**3. The Proposed Combination Fails to Disclose, Teach or Suggest Additional Limitations Recited in Claim 1**

Additionally, the proposed combination of references fails to disclose, teach or suggest at least the following limitations recited in Claim 1:

- in response to automatically accessing the historical data for the particular item, automatically generating a plurality of warranty packages for the particular item, each specific to and comprising warranty coverage characteristics consistent with the warranty request, according to the historical data for the particular item and one or more rules each associating historical data for generic items with one or more warranty coverage characteristics for generic items;
- in response to automatically generating the plurality of request-specific warranty packages for the particular item, automatically communicating the plurality of

- request-specific warranty packages automatically generated for the particular item to the customer computer;
- receiving a customer selection of at least one of the plurality of request-specific warranty packages automatically generated for the particular item from the customer computer; and
  - in response to receiving the customer selection of one of the plurality of request-specific warranty packages automatically generated for the particular item, automatically communicating the customer-selected one of the plurality of request-specific warranty packages automatically generated for the particular item to one or more warranty provider computers for bidding on the customer-selected one of the plurality of request-specific warranty packages automatically generated for the particular item.

**a. The Proposed Combination Fails to Disclose, Teach, or Suggest Automatically Generating a Plurality of Request-Specific Warranty Packages for the Particular Item as Recited in Claim 1**

*WarrantyDirect* discloses a warranty request that includes a generic identification of a type of car (e.g., generically, a make and model of car), a mileage, customer information (name, email address, and phone number), and a selection of a single predefined warranty package that the customer desires. *WarrantyDirect* then uses that information to determine a quote for that single predefined warranty package for a car of that generic type and having that mileage. This clearly does not disclose, teach, or suggest "*in response to automatically accessing the historical data for the particular item, automatically generating a plurality of warranty packages* for the particular item, each specific to and comprising warranty coverage characteristics consistent with the warranty request" as recited in Claim 1. The Examiner states that *WarrantyDirect* discloses one or more warranty packages for a particular item. (Office Action, Page 7) However, the user in *WarrantyDirect* merely specifies a single predefined warranty package that the user desires. The system in *WarrantyDirect* merely returns *a quote* for the single predefined warranty package selected by the customer in the warranty request. The system in *WarrantyDirect* does not automatically generate any warranty packages in response to the warranty request. Thus, the system in *WarrantyDirect* does not automatically generate "*a plurality of warranty packages* for the particular item," let alone "*in response to automatically accessing the historical data for the particular item, automatically generating a plurality of warranty packages* for the particular item, each specific to and comprising warranty coverage characteristics consistent with the warranty request" as recited in Claim 1.

The Examiner states that "CarFax discloses other businesses us[ing] CarFax services to make better business decisions" and that "CarFax discloses providing a link to WarrantyDirect." (Office Action, Page 6) Even if true, and even if *WarrantyDirect* could properly be modified to incorporate the teachings of *CarFax*, the proposed combination would still fail to disclose, teach, or suggest "in response to automatically accessing the historical data for the particular item, automatically generating a plurality of warranty packages for the particular item, each specific to and consistent with the warranty request," as recited in Claim 1. At best, a user associated with *WarrantyDirect* could manually enter a VIN to access the limited information provided by *CarFax*, and *WarrantyDirect* could then use that information to determine the quote for the single, predefined, customer-selected warranty package.

**b. The Proposed Combination Fails to Disclose, Teach, or Suggest "Rules" as Recited in Claim 1**

As another example, the proposed combination fails to disclose, teach, or suggest "automatically generating a plurality of warranty packages for the particular item, each specific to and comprising warranty coverage characteristics consistent with the warranty request, according to the historical data for the particular item and one or more rules *each associating historical data for generic items [which was accessed in response to the warrant request] with one or more warranty coverage characteristics for generic items.*" *WarrantyDirect* merely discloses returning *a quote* for the single, predefined, customer-selected warranty package. There is no disclosure based on the various screenshots of *WarrantyDirect* to which the Examiner refers of how the quote is generated. Forced to speculate as we are, it is likely that a quote for the single, predefined, customer-selected warranty package is generated based solely on the type of car and the mileage, the only useful information provided in the warranty request of *WarrantyDirect*. Thus, a warranty request for a Ford Explorer may be quoted a particular price for the single, predefined, customer-selected warranty package, the price varying depending on the mileage specified in the warranty request. This in no way discloses, teaches, or suggests "automatically generating a plurality of warranty packages for the particular item, each specific to and comprising warranty coverage characteristics consistent with the warranty request, according to the historical data for the particular item and one or more rules *each associating historical data*

*for generic items [which was accessed in response to the warranty request] with one or more warranty coverage characteristics for generic items."* Even modifying *WarrantyDirect* with the teachings of *CarFax* would not make up for this deficiency of *WarrantyDirect*. First, the modified system of *WarrantyDirect* would still not "automatically generat[e] a plurality of warranty packages for the particular item, each specific to and consistent with the warranty request," as human interaction with *CarFax* would be required. Second, neither *WarrantyDirect* nor *CarFax* discloses, teaches, or suggests the "one or more rules *each associating historical data for generic items with one or more warranty coverage characteristics for generic items.*"

**c. The Proposed Combination Fails to Disclose, Teach, or Suggest Communicating the Plurality of Automatically-Generated Request-Specific Warranty Packages for the Particular Item to the Customer Computer as Recited in Claim 1**

As another example, *WarrantyDirect* fails to disclose, teach, or suggest "in response to automatically generating the plurality of request-specific warranty packages for the particular item, automatically communicating the plurality of request-specific warranty packages automatically generated for the particular item to the customer computer," as recited in Claim 1. First, at least because the proposed combination of references does not disclose "automatically generating a plurality of warranty packages," it also necessarily fails to disclose "automatically communicating the plurality of request-specific warranty packages." Second, *WarrantyDirect* merely communicates *a quote* for a single, predefined, customer-selected warranty package to the customer.

**d. The Proposed Combination Fails to Disclose, Teach, or Suggest "Receiving a Customer Selection" as Recited in Claim 1**

As another example, *WarrantyDirect* fails to disclose, teach, or suggest "receiving a customer selection of at least one of the plurality of request-specific warranty packages automatically generated for the particular item from the customer computer," as recited in Claim 1. Again, in the initial request of *WarrantyDirect*, the customer has already selected the single, predefined warranty package the customer desires. There is absolutely no need for a customer to select "at least one of the plurality of request-specific warranty packages

[which were automatically-generated in response to the customer selection] automatically generated for the particular item," as recited in Claim 1. It simply would make no sense for *WarrantyDirect* to receive a customer selection of a warranty package when the customer already selected the desired warranty package in the initial customer request. This only highlights the above-described differences between Claim 1 and the proposed combination of references, particularly relating to *WarrantyDirect*. Furthermore, at least because the proposed combination fails to disclose, teach, or suggest "automatically communicating the plurality of request-specific warranty packages automatically generated for the particular item to the customer computer," the proposed combination necessarily fails to disclose, teach, or suggest "receiving a customer selection of at least one of the plurality of request-specific warranty packages automatically generated for the particular item from the customer computer."

As another example, because the proposed combination of references fails to disclose, teach, or suggest at least the limitations discussed above, the proposed combination of references plainly fails to disclose, teach, or suggest that the warranty request enables "automated generation of a plurality of warranty packages for the particular item based on rules associating historical data with warranty coverage characteristics" and "automated communication of a customer-selected one of the plurality of automatically-generated warranty package for bidding on the customer-selected warranty packages for bidding on the customer-selected one of the plurality of automatically-generated warranty packages," as recited in Claim 1.

**e. The Proposed Combination Fails to Disclose, Teach, or Suggest Communicating the Customer-Selected One of the Plurality of Automatically-Generated Request-Specific Warranty Packages for the Particular Item for Bidding as Recited in Claim 1**

As another example, at least because the proposed combination of references fails to disclose, teach, or suggest "receiving a customer selection of at least one of the plurality of request-specific warranty packages automatically generated for the particular item from the customer computer," the proposed combination necessarily fails to disclose, teach, or suggest "*in response to receiving the customer selection of one of the plurality of request-specific*

*warranty packages automatically generated for the particular item, automatically communicating the customer-selected one of the plurality of request-specific warranty packages automatically generated for the particular item to one or more warranty provider computers for bidding on the customer-selected one of the plurality of request-specific warranty packages automatically generated for the particular item,"* as recited in Claim 1.

The Examiner acknowledges that *WarrantyDirect* "does not disclose communicating a warranty package to one or more warranty service providers." (Office Action, Page 5) However, the Examiner argues that *WarrantyDirect* discloses that at the time when repair services are required, a repair service professional contacts Warranty Direct for payment. (Office Action, Page 5) First, Applicant respectfully submits that the Examiner has misstated Claim 1, which recites communicating the customer-selected one of the plurality of request-specific warranty packages automatically generated for the particular item "to one or more warranty provider computers" rather than "to one or more warranty service providers." A warranty service provider (to which the Examiner refers) typically includes a repair shop, service department, or analogous entity, whereas a warranty provider (to which Claim 1 refers) typically includes a company offering a warranty that may cover some or all of the costs of repairs or service. Although the warranty service provider and warranty provider functions may or may not be associated with the same company, they are separate and distinct functions. Applicant respectfully submits that the teaching offered by the Examiner is irrelevant to the patentability of Claim 1 because, as explained in Applicant's previous Response, the need for repair services occurs only after, perhaps years after, a warranty package has been selected and purchased.

Furthermore, the Examiner acknowledges that *WarrantyDirect* does not disclose generating or communicating bids. (Office Action, Page 10) However, the Examiner asserts that "*LendingTree* discloses that within two business days after the customer has provided the information, a plurality of lenders will respond – all competing for the customer's business." (Office Action, Page 10) The Examiner also argues that *HomeGain* teaches these limitations. Applicant respectfully submits that modifying *WarrantyDirect* to include the teachings of *LendingTree* and *HomeGain* would still fail to disclose, teach, or suggest certain limitations of Claim 1.



If *WarrantyDirect* is modified to include a bidding step, the warranty request of *WarrantyDirect* would have to be submitted for bidding either when the original request for a warranty package quote is submitted or after the warranty package quote for the single, predefined, customer-selected warranty package has been communicated to the customer. In the first case, if *WarrantyDirect* is modified such that the warranty request is submitted for bidding when the original request for a warranty package quote is submitted, then there is no generation of warranty packages and subsequent customer selection because the customer would necessarily have already selected the warranty package to be sent for bidding. In the second case, it would be nonsensical to modify *WarrantyDirect* such that the warranty request is submitted for bidding after the customer has already received a quote from *WarrantyDirect*. Thus, it is evident that any attempt to modify *WarrantyDirect* to include a bidding step only further highlights the distinctions between Claim 1 and the proposed combination of references.

**B. At Least Certain of the Proposed Combinations Cannot be Made**

The rejection of Claims 1-29 is also improper because, at least with regard to certain references, the Examiner has not shown the required teaching, suggestion, or motivation in the references or in the knowledge generally available to those of ordinary skill in the art at the time of the invention to combine or modify the references. The rejected claims are allowable for at least this reason.

The M.P.E.P. sets forth the strict legal standard for finding obviousness based on a combination of references. According to the M.P.E.P., “Obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either explicitly or implicitly in the references themselves or in the knowledge [that was] generally available to one of ordinary skill in the art” at the time of the invention. M.P.E.P. 2143.01. The “fact that references can be combined or modified does not render the resultant combination [or modification] obvious unless the prior art also suggests the desirability of the combination” or modification. *Id.* (emphasis in original).

The governing Federal Circuit case law makes this strict legal standard even more clear.<sup>1</sup> According to the Federal Circuit, “a showing of a suggestion, teaching, or motivation to combine . . . prior art references is an essential component of an obviousness holding.” *In re Sang-Su Lee*, 277 F.3d 1338, 1343 (Fed. Cir. 2002) (quoting *Brown & Williamson Tobacco Corp. v. Philip Morris Inc.*, 229 F.3d 1120, 1124-25 (Fed. Cir. 2000)). “Evidence of a suggestion, teaching, or motivation . . . may flow from the prior art references themselves, the knowledge of one of ordinary skill in the art, or, in some cases, the nature of the problem to be solved.” *In re Dembiczak*, 175 F.3d 994, 999 (Fed. Cir. 1999). However, the “range of sources available . . . does not diminish the requirement for actual evidence.” *Id.* In *In re Dembiczak*, the Federal Circuit reversed a finding of obviousness by the Board of Patent Appeals and Interferences, explaining that proper evidence of a teaching, suggestion, or motivation to combine is essential to avoid impermissible hindsight reconstruction of an applicant's invention:

Our case law makes clear that the best defense against the subtle but powerful attraction of hind-sight obviousness analysis is *rigorous application of the requirement for a showing of the teaching or motivation to combine prior art references*. Combining prior art references without evidence of such a suggestion, teaching, or motivation simply takes the inventor's disclosure as a blueprint for piecing together the prior art to defeat patentability—the essence of hindsight.

175 F.3d at 999 (quoting *W.L. Gore & Assoc., Inv. v. Garlock, Inc.*, 721 F.2d 1540, 1553 (Fed. Cir. 1983)) (emphasis added) (citations omitted).<sup>2</sup> Even a determination that it would have been obvious to one of ordinary skill in the art at the time of the invention to try the proposed combination is not sufficient to establish obviousness. See *In re Fine*, 837 F.2d 1071, 1075 (Fed. Cir. 1988).

As an example, with regard to the proposed *WarrantyDirect-CarFax* combination, the Examiner indicates that “CarFax discloses other businesses us[ing] CarFax services to make better business decisions” and that “CarFax discloses providing a link to WarrantyDirect.”

---

<sup>1</sup> Note M.P.E.P. 2145 X.C. (“The Federal Circuit has produced a number of decisions overturning obviousness rejections due to a lack of suggestion in the prior art of the desirability of combining references.”).

<sup>2</sup> See also *In Re Jones*, 958 F.2d 347, 351 (Fed. Cir. 1992) (“Conspicuously missing from this record is any evidence, other than the PTO’s speculation (if that can be called evidence) that one of ordinary skill in the

(Office Action, Page 6) Thus, the Examiner concludes that "it would have been obvious to one of ordinary skill in the art at the invention was made that businesses can access information from other sources to get current information for making better business decisions." (Office Action, Pages 6-7) First, with regard to other businesses using *CarFax*, *CarFax* states, "Dealerships, financial institutions, insurance companies and credit unions nationwide rely on Carfax to make better business decisions." (*CarFax*, Page 22) Nowhere does *CarFax* even mention the use of its services in making warranty decisions. Additionally, the link to warrantydirect.com in *CarFax* is listed under an "Other Auto Sites" heading. *CarFax* mentions nothing about a warranty provider using the *CarFax* service to determine whether to provide a warranty and at what price. This is just a helpful list of links for car owners or persons seeking to purchase a car. Furthermore, *WarrantyDirect* includes no disclosure, teaching, or suggestion to access outside sources (e.g., carfax.com) to obtain historical information about a car. Thus, Applicant respectfully submits that the Examiner's proposed combination of *WarrantyDirect* with *CarFax* appears to be merely an attempt, with the benefit of hindsight, to reconstruct Applicant's claims and is unsupported by the teachings of *WarrantyDirect* and *CarFax*.

As another example, with regard to the proposed *WarrantyDirect-HomeGain* combination, the Examiner states that "HomeGain discloses a system and method, which allows a user to request bids from a plurality of service estate agents (service providers) to sell the property." According to the Examiner, using *HomeGain*, the customer can create a seller profile and the completed seller profile (requirements) are sent to real estate agents (service providers) for their review. (Office Action, Pages 5-6) Thus, the Examiner concludes that, "it would have been obvious to a person with ordinary skill in the art to communicate requirements to one or more providers to provide information to their service providers and receive the competitive bids for their users." (Office Action, Page 6) Again, Applicant respectfully submits that the Examiner's proposed combination of *WarrantyDirect* with *HomeGain* appears to be merely an attempt, with the benefit of hindsight, to reconstruct Applicant's claims and is unsupported by the teachings of *WarrantyDirect* and *HomeGain*. The mere fact that the teachings of one reference may improve the teachings of another

---

herbicidal art would have been motivated to make the modification of the prior art salts necessary to arrive at" the claimed invention.).

reference is insufficient unless there is also a teaching, suggestion, or motivation to combine the references. *HomeGain* mentions nothing about bidding in a warranty-quoting context and *WarrantyDirect* is clearly directed to generating a quote for a warranty request, not distributing the warranty request for bids.

As another example, with regard to the proposed *WarrantyDirect-LendingTree* combination, the Examiner indicates that it would have been obvious to combine *WarrantyDirect* with *LendingTree* for similar reasons discussed above with reference to *HomeGain*. Again, Applicant respectfully submits that the Examiner's proposed combination of *WarrantyDirect* with *LendingTree* appears to be merely an attempt, with the benefit of hindsight, to reconstruct Applicant's claims and is unsupported by the teachings of *WarrantyDirect* and *LendingTree*. The mere fact that the teachings of one reference may improve the teachings of another reference is insufficient unless there is also a teaching, suggestion, or motivation to combine the references. *LendingTree* mentions nothing about bidding in a warranty-quoting context and *WarrantyDirect* is clearly directed to generating a quote for a warranty request, not distributing the warranty request for bids.

For at least the reasons given above, *WarrantyDirect* fails to disclose, teach, or suggest the limitations specifically recited in Applicant's independent Claim 1, as amended, whether *WarrantyDirect* is considered alone; in combination with *CarFax*, *LendingTree*, and *HomeGain*; in combination with any other reference of record; or in combination with knowledge generally available to those of ordinary skill in the art at the time of the invention. Accordingly, Applicant respectfully requests reconsideration and allowance of independent Claim 1, together with all claims that depend on Claim 1.

For at least the reasons discussed above with reference to independent Claim 1, *WarrantyDirect* also fails to disclose, teach, or suggest the limitations specifically recited in Applicant's independent Claims 11, 20, and 29, as amended, whether *WarrantyDirect* is considered alone; in combination with *CarFax*, *LendingTree*, and *HomeGain*; in combination with any other reference of record; or in combination with knowledge generally available to those of ordinary skill in the art at the time of the invention. Accordingly, Applicant

respectfully requests reconsideration and allowance of independent Claims 11, 20, and 29, together with all claims that depend on Claims 11, 20, and 29.

**II. Dependent Claims 2-6, 8-10, 12-15, 17-19, and 21-28 are allowable**

Dependent Claims 2-6 and 8-10 (which depend from independent Claim 1), Claims 12-15 and 17-19 (which depend from independent Claim 11), and Claims 22-28 (which depend from independent Claim 21) are allowable at a minimum because of their dependency on independent Claims 1, 11, and 21, which Applicant has shown above to be clearly allowable. In addition, dependent Claims 2-6, 8-10, 12-15, 17-19, and 21-28 recite further patentable distinctions over the prior art of record. To avoid burdening the record and in view of the clear allowability of independent Claims 1, 11, and 21, Applicant does not specifically discuss in this Response the further patentable distinctions recited in dependent Claims 2-6, 8-10, 12-15, 17-19, and 21-28. However, Applicant reserves the right to discuss these distinctions in a future Response or on Appeal, if appropriate. Applicant respectfully requests reconsideration and allowance of dependent Claims 2-6, 8-10, 12-15, 17-19, and 21-28.

**Conclusion**

Applicant has made an earnest attempt to place this case in condition for allowance. For at least the foregoing reasons, Applicant respectfully requests full allowance of all pending claims.

If the Examiner believes a telephone conference would advance prosecution of this Application in any manner, the Examiner is invited to contact Christopher W. Kennerly, Attorney for Applicant, at the Examiner's convenience at (214) 953-6812.

A check in the amount of \$110.00 is enclosed to cover the cost of a one-month extension of time. Although Applicant believes no other fees are due, the Commissioner is hereby authorized to charge any deficiency or credit any overpayment to Deposit Account No. 02-0384 of BAKER BOTTS L.L.P.

Respectfully submitted,  
BAKER BOTTS L.L.P.  
Attorneys for Applicant



Christopher W. Kennerly  
Reg. No. 40,675

Correspondence Address:  
2001 Ross Avenue, 6th Floor  
Dallas, Texas 75201-2980  
Tel. (214) 953-6812

Date: January 21, 2004